

08 CIV 7280

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JUDGE KAPLAN

ATTORNEYS FOR PLAINTIFF
FHH FONDS NR. 29 MS "TAMPA BAY" – MS "TURTLE BAY" GMBH & CO.
CONTAINERSCHIFF KG

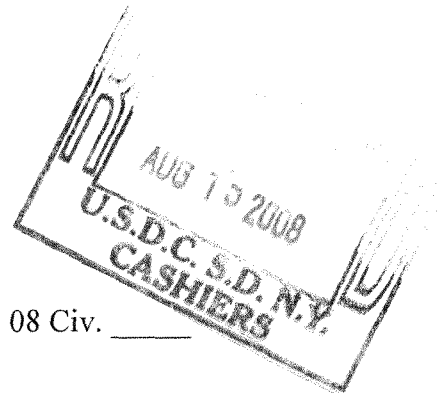
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FHH FONDS NR. 29 MS "TAMPA BAY" –
MS "TURTLE BAY" GMBH & CO.
CONTAINERSCHIFF KG,

Plaintiff,

-against-

SHANDONG YANTAI INTERNATIONAL
MARINE SHIPPING CO. a/k/a SHANDONG
PROVINCE YANTAI INTERNATIONAL
MARINE SHIPPING CO. a/k/a SYMS,
Defendant.



08 Civ. _____

VERIFIED COMPLAINT

Plaintiff, FHH Fonds Nr. 29 MS "Tampa Bay" – MS "Turtle Bay" GmbH & Co. Containerschiff KG ("Plaintiff" or "FHH"), by and through its attorneys, Holland & Knight LLP, for its verified complaint against Shandong Yantai International Marine Shipping Co. a/k/a Shandong Province Yantai International Marine Shipping Co. a/k/a SYMS ("Defendant" or "Shandong"), alleges as follows:

1. This is a case of admiralty and maritime jurisdiction under 28 U.S.C. § 1333 as hereinafter more fully appears and is a maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

2. At all times material herein, plaintiff FHH was and is a business entity organized and existing under the laws of Germany and maintains its principal place of business care of NSC Schifffahrtsgesellschaft Gmbh & Cie. KG, Van-der-Smissen Str. 9, 22767, Hamburg Germany.

3. Upon information and belief, at all times material herein, Shandong is a business entity organized and existing under the laws of the People's Republic of China having a place of business located at No.2, Huanhai Road, Zhifu District, People's Republic of China.

4. On June 1, 2005, FHH and Shandong entered into a time charter whereby FHH chartered the vessel TAMPA BAY (the "Vessel") to Shandong on the New York Produce Exchange 1946 form, as amended between the parties (the "Charter"). A true and correct copy of the Charter is annexed hereto as Exhibit 1.

5. Under the terms of the Charter, the parties agreed to a daily hire rate of US\$14,950 per day, to be paid in advance every fifteen days.

6. Shandong has breached its obligation to pay its hire payments to FHH. Shandong has not paid hire since June 30. Four hire payments currently are due which total the aggregate amount of US\$912,776.67 presently owed to FHH.

7. Hire Statements 25-27 set forth the hire payments currently due under the Charter. Hire Statement 25 sets forth the hire due from June 30, 2006 through July 31, 2008 for 31 days in the amount of US\$463,450.00 plus US\$826.67 of expenses for lashings on Shandong's

account, totaling an amount of US\$464,276.67.¹ Hire Statement 26 sets forth the hire due from July 31, 2008 through August 15, 2008 for 15 days in the amount of US\$224,250.00. Hire Statement 27 sets forth the hire due from August 15, 2008 through August 30, 2008 for 15 days in the amount of US\$224,250.00. True and correct copies of Hire Statements 25-27 are annexed hereto as Exhibit 2.

8. Despite repeated demands to make good on these debts, Shandong has not paid FHH and continues to fall further behind.

9. As a result of the foregoing and Shandong's breach of its obligations under the Charter, FHH has suffered damages in the principal amount of US\$912,776.67. Upon information and belief, it will take three years for FHH to prosecute this claim against Shandong to its completion. The Charter is governed by English law and contains a Hong Kong arbitration clause. Under English law and Hong Kong arbitration rules, FHH is entitled to receive its interest (at the rate of approximately 9%), expenses and reasonable attorneys' fees for prosecuting its claims to completion, which amount is estimated to be US\$396,449.70 as set forth below:

Principal Amount:	\$ 912,776.67
Interest:	\$ 246,449.70 (US\$912,776.67 x 0.09/year x 3 yrs.)
<u>Attorneys' Fees/Expenses:</u>	<u>\$ 150,000.00</u>
Total:	\$1,309,226.30

10. Therefore, as a result of the foregoing and Shandong's breach of its obligations under the Charter, FHH has suffered damages in the amount of US\$1,309,226.30 including estimated interest, attorneys' fees and expenses.

¹ Please note that Hire Statement 25 incorrectly states that its total is US\$463,450.00. The correct total is US\$464,276.67, which includes US\$826.67 for lashing expenses.

11. Shandong is not found within the Southern District of New York but does have goods, chattels, credits, letters of credit, bills of lading, debts, effects and monies, funds, credits, wire transfers, accounts, letters of credit, electronic fund transfers, freights, sub-freights, charter hire, sub-charter hire, or other tangible or intangible property which belongs to it, is claimed by it, is being held for it or on its behalf, or which is being transferred for its benefit, within the jurisdiction and held in the name(s) of Shandong Yantai International Marine Shipping Co. and/or Shandong Province Yantai International Marine Shipping Co. and/or SYMS with, upon information and belief, the following financial institutions: Bank of America, N.A.; Bank of China; The Bank of New York; Citibank, N.A.; Deutsche Bank Trust Company Americas; HSBC Bank USA, N.A.; JPMorgan Chase Bank, N.A.; UBS AG; Wachovia Bank, N.A.; Société Générale; Standard Chartered Bank; BNP Paribas; Calyon Investment Bank; American Express Bank; Commerzbank; ABN Amro Bank; Bank Leumi USA; Banco Popular; Bank of Tokyo-Mitsubishi UFJ Ltd.; or any other financial institution within the Southern District of New York.

12. While all disputes arising out of the Charter are to be arbitrated in Hong Kong, the action herein is submitted in accordance with Rule B of the Supplemental Rules for Certain Admiralty or Maritime Claims and Asset Forfeiture Actions of the Federal Rules of Civil Procedure, as well as 9 U.S.C. §8, and is not and cannot be considered a waiver of the parties' agreement to arbitrate.

WHEREFORE, FHH Fonds Nr. 29 MS "Tampa Bay" – MS "Turtle Bay" GmbH & Co. Containerschiff KG demands judgment as follows:

1. That a summons with process of attachment and garnishment may issue against the defendant, Shandong Yantai International Marine Shipping Co., a/k/a Shandong Province

Yantai International Marine Shipping Co. a/k/a SYMS; and if defendant cannot be found, then that its goods, chattels, credits, letters of credit, bills of lading, debts, effects and monies, funds, credits, wire transfers, accounts, letters of credit, electronic fund transfers, freights, sub-freights, charter hire, sub-charter hire, or other tangible or intangible property which belongs to it, is claimed by it, is being held for it or on its behalf, or which is being transferred for its benefit, within the district may be attached in an amount sufficient to answer plaintiff's claim;

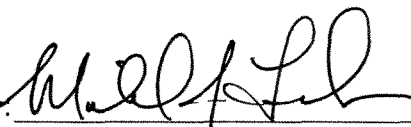
2. That Shandong Yantai International Marine Shipping Co., a/k/a Shandong Province Yantai International Marine Shipping Co. a/k/a SYMS, and any other person claiming an interest therein may be cited to appear and answer the matters aforesaid;

3. That judgment be entered in favor of FHH Fonds Nr. 29 MS "Tampa Bay" – MS "Turtle Bay" GmbH & Co. Containerschiff KG and against Shandong Yantai International Marine Shipping Co., a/k/a Shandong Province Yantai International Marine Shipping Co. a/k/a SYMS, in the amount of US\$1,309,226.30 (including estimated interest, expenses and attorneys' fees); and,

4. That this Court grant FHH Fonds Nr. 29 MS "Tampa Bay" – MS "Turtle Bay" GmbH & Co. Containerschiff KG such other and further relief which it may deem just and proper.

Dated: New York, New York
August 15, 2008

HOLLAND & KNIGHT LLP

By: 

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New York, NY 10007-3189

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Attorneys for Plaintiff

*FHH Fonds Nr. 29 MS "Tampa Bay" – MS "Turtle Bay"
GmbH & Co. Containerschiff KG*

VERIFICATION

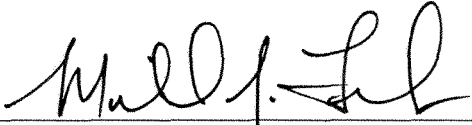
STATE OF NEW YORK)

:ss.:

COUNTY OF NEW YORK)

MICHAEL J. FREVOLA, being duly sworn, deposes and says:

I am a member of the firm of Holland & Knight LLP, counsel for FHH Fonds Nr. 29 MS "Tampa Bay" – MS "Turtle Bay" GmbH & Co. Containerschiff KG ("FHH"), plaintiff in the foregoing action. I have read the foregoing Verified Complaint and know the contents thereof, and the same are true and correct to the best of my knowledge. I have reviewed documentation provided to me by FHH and corresponded with FHH's representatives regarding this matter. I am authorized by FHH to make this verification, and the reason for my making it as opposed to an officer or director of FHH is that there are none within the jurisdiction of this Honorable Court.


Michael J. Frevola

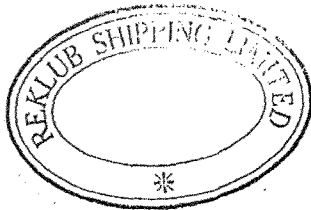
Sworn to before me this
15th day of August, 2008


Notary Public

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DIALYZ E. MORALES
Notary Public, State of New York
NO. 01MO6059215
Qualified in New York County
Commission Expires June 25, 2011

EXHIBIT 1



HANSE BEREEDERUNG GmbH & Co. OHG
Anckelmannsplatz 1 · 20537 Hamburg
Telefon: 040/3613040 · Telefax 040/361304250

SECOND ORIGINAL

Time Charter

Government Form

Approved by the New York Produce Exchange

November 6th, 1913 - Amended October 20th, 1921; August 6th, 1931; October 3rd, 1946

1 THIS CHARTER PARTY, made and concluded inBJG, 1st day ofJune.....+9..... 2005
 2 Between Messrs. FHH Fonds Nr. 29 MS "Tampa Bay" - MS "Turtle Bay" GmbH & Co. Containerschiff KG, Hamburg, Germany as Owners c/o
 3 Owners' managers Messrs. NSC Schiffahrtsgesellschaft mbH & Cie. KG, Van-der-Smissen Str.3, 22767 Hamburg, Germany
 4 Owners of the good(Steamship)(Motorship) "Tampa Bay" - descriptions See Clause 83 of
 5 of tons gross register, and tons net register, having engines of indicated horse power
 6 and with hull, machinery and equipment in a thoroughly efficient state, and classed
 7 at of about cubic feet bale capacity, and about tons of 2240 lbs.
 8 deadweight capacity (cargo and bunkers, including fresh water and stores not exceeding one and one-half percent of ship's deadweight capacity;
 9 allowing a minimum of fifty tons) on a draft of feet inches on summer freeboard, inclusive of permanent bunkers;
 10 which are of the capacity of about tons of fuel, and capable of steaming, fully laden, under good weather
 11 conditions about knots on a consumption of about tons of best Welsh coal best grade fuel oil best grade Diesel oil;
 12 now under construction at Qingshan Shipyard, PR China (scheduled building status: keel laying time: 08.05.2005 / launching
 13 time: 30.09.2005 / delivery time: 30.06.2006)
 14 and. Messrs. S.Y.M.S.(Shandong Yantai International Marine Shipping Co.)...Charterers of the City of Yan tai, Shandong province, PR China.
 15 WITNESSETH, That the said Owners agree to let, and the said Charterers agree to hire the said vessel, from the time of delivery, for
 16 about 60 months +/- 60 days in Charterers' option
 17within below mentioned trading limits.
 18 Charterers to have liberty to sublet the vessel for all or any part of the time covered by this Charter subject to Owners approval and giving reason if
 19 disagree within 48 hours when Owners receive notice of sublet from Charterers, but Charterers remaining responsible for
 20 the fulfilment of this Charter Party. Acceptance of delivery by Charterers shall not constitute any waiver of Owners' obligation hereunder.
 21 Vessel to be placed at the disposal of the Charterers, at-on arrival at first sea pilot station at one(1) safe port of China at any time day or night Sundays
 22 and Holidays included, port in Charterers' option.
 23 Owners shall give Charterers notice of vessel's delivery date in accordance with Clause 36.....
 24 in such dock or at such wharf or place (where she may safely lie, always afloat, at all times of tide, except as otherwise provided in clause No.6); as
 25 the Charterers may direct. If such dock, wharf or place be not available time to count as provided for in clause No.5. Vessel on her delivery shall to be
 26 ready to receive cargo in I.S.O. containers and/or flat racks with dry and with clean-swept holds and tight, staunch, strong and in every way fitted for
 27 the container liner service, having water ballast, winches and
 28 donkey boiler with sufficient steam power, or if not equipped with donkey boiler, then other power sufficient to run all the winches at one and the same
 29 time (and with full complement of officers, and crew, seamen, engineers and firemen for a vessel of her tonnage), to be employed, in carrying lawful,
 30 harmless merchan-
 31 dise, including petroleum or its products, in proper containers, excluding see Clause 54.....
 32 (vessel is not to be employed in the carriage of Live Stock, but Charterers are to have the privilege of shipping a small number on deck at their risk;
 33 all necessary fittings and other requirements to be for account of Charterers); in such lawful trades, between safe port and/or ports in British North
 34 America, and/or United States of America, and/or West Indies, and/or Central America, and/or Caribbean Sea, and/or Gulf of Mexico, and/or
 35 Mexico, and/or South Americaand/or Europe
 36 and/or Africa, and/or Asia, and/or Australia, and/or Tasmania, and/or New Zealand, but excluding Magdalena River, River St. Lawrence between
 37 October 31st and May 15th, Hudson Bay and all unsafe ports; also excluding, when out of season, White Sea, Black Sea and the Baltic;
 38 trading worldwide always safely afloat, always within Institute Warranty Limits, always via safe anchorage(s), safe port(s), safe berth(s) with lawful ISO
 39 containers only
 40 See Clause 86.....
 41 as the Charterers or their Agents shall direct, on the following conditions:
 42 1. That the Owners shall provide and pay for all provisions, wages and immigration consular shipping and discharging fees of the Crew; shall pay
 43 for the
 44 insurance of the vessel, also for all the cabin, deck, engine-room and other necessary stores, including boiler water and maintain her class and keep
 45 the vessel in a thoroughly efficient state in hull, machinery and equipment with all certificates for the vessel and officers/crew necessary to comply with
 46 current regulations at port(s) of call and canals for and during the service.
 47 2. That the Charterers while the vessel is on hire shall provide and pay for all the fuel except as otherwise agreed, Port Charges, Pilotages,
 48 compulsory garbage fees unless vessel has actually disposed of garbage in which case for Owners' account, tonages, Agencies, Commissions,
 49 Consular Charges (except those pertaining to individual the Crew members but not for usual clearance charge which is considered as part of port
 50 charges, or flag of the vessel), and all other usual expenses except those before stated in Clause 1, but when the vessel puts into
 51 a port for causes for which vessel is responsible, then all such charges incurred shall be paid by the Owners. Fumigations ordered because of
 52 illness of the crew to be for Owners account. Fumigations ordered because of cargoes carried or ports visited while vessel is employed under this
 53 charter to be for Charterers account. All other fumigations to be for Charterers account after vessel has been on charter for a continuous period
 54 of six months or more:
 55 Charterers are to provide necessary dunnage and shifting boards, also any extra fittings requisite for a special trade or unusual cargo, but
 56 owners to allow them the use of any dunnage and shifting boards already aboard vessel. Charterers to have the privilege of using shifting boards
 57 for dunnage; they making good any damage thereto:
 58 3. That the Charterers, at the port of delivery, and the Owners, at the port of re-delivery, shall take over and pay for all fuel remaining on
 59 board the vessel at the current prices in the respective ports, the vessel to be delivered with not less than tons and not more than
 60 tons and to be re-delivered with not less than tons and not more than tons: See Clause 37
 61 4. That the Charterers shall pay for the use and hire of the said Vessel at the rate of USD 14,950.00 per day or pro rata including overtime
 62 payable every 15 days in advance..... United States Currency per ton on vessel's total deadweight carrying capacity, including bunkers and
 63 stores on summer freeboard, per Calendar Month, commencing on and from the time of the day of her delivery, as aforesaid, and at



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54 and after the same rate for any part of a day month; hire to continue until the hour of the day of her re-delivery in like good order and condition,
55 ordinary

56 wear and tear excepted, to the Owners (unless, the vessel lost) at an dropping last outward sea pilot at one(1) safe port within South Japan/Singapore
57 range or west Med range, i.e. not east of Cape Passero or Antwerp/ Hamburg range including east Coast UK, port in Charterers' option at any time
58 day or night Sundays and Holidays included, unless otherwise mutually agreed. Charterers are to give Owners not less than 30/15/10/7/5 days
59 approximate and 3/2/1 days definite

57 notice of vessel's expected date of re-delivery, and probable port. *Delivery and redelivery date/time to be based on Beijing time.*

58 5. Payment of said hire to be made in New York in cash in United States Currency, semi-monthly every 15 days in advance against Charterers' receipt of Owners' correct original invoices, and for the last half month or

59 part of same the approximate amount of hire, and should same not cover the actual time, hire is to be paid for the balance day by day, as it becomes
60 due, if so required by Owners, unless bank guarantee or deposit is made by the Charterers, otherwise failing the punctual and regular payment of the
61 hire, or bank guarantee, or on any breach of this Charter Party, subject to Clause 41, the Owners shall be at liberty to withdraw any part of the service
62 or the vessel from the service of the Char-

62 terers, without prejudice to any claim they (the Owners) may otherwise have on the Charterers. Time to count from the date and hour of valid delivery
63 of the Vessel to Charterers 7 a.m. on the working day

63 following that on which written notice of readiness has been given to Charterers or their Agents before 4 p.m., but if required by Charterers, they
64 to have the privilege of using vessel at once, such time used to count as hire:

65 Cash for vessel's ordinary disbursements at any port may be advanced as required by the Captain, up to a maximum US\$1000. In case higher
66 amount(s) are involved, Charterers to firstly consult Owners by the Charterers or their Agents, subject

66 to 2½ % commission and such advances shall be deducted from the hire against presentation of vouchers stamped/signed by Master and/or officers.
67 The Charterers, however, shall in no way be responsible for the application

67 of such advances (See also Clause 55).

68 6. That the cargo or cargoes be laden and/or discharged in any dock or at any wharf or place or anchorage that Charterers or their Agents may
69 direct, provided the vessel can safely lie always afloat at any time of tide, except at such places where it is customary for similar size vessels to safely
70 lie aground

71 7. That the whole reach of the Vessel's Hold, Decks, and usual places of loading (not more than she can reasonably stow and carry), also
72 accommodations for Supercargo, if carried, shall be at the Charterer's disposal, reserving only proper and sufficient space for Ship's officers, crew,
73 tackle, apparel, furniture, provisions, stores and fuel. Charterers have the privilege of passengers as far as accommodations allow, Charterers
74 paying Owners.....per day per passenger for accommodations and meals. However, it is agreed that in case any fines or extra expenses are
75 incurred in the consequence of the carriage of passengers, Charterers are to bear such risk and expense:

76 8. That the Captain shall prosecute his voyages with the utmost despatch, and shall render all customary assistance with ship's crew and
77 boats. The Captain (although appointed by the Owners), shall be under the orders and directions of the Charterers as regards employment and
78 agency; and Charterers are to perform all cargo handling load, stow, and trim the cargo at their expense under the supervision of the Captain, who is
79 to sign the Bills of Lading for

79 cargo as presented, in conformity with Mate's or Tally Clerk's receipts. However in Charterers' option, the Charterers or their agents may sign Bills
80 of Lading on behalf of the Captain always in conformity with Mate's or tally clerk's receipts. All Bills of Lading shall be without prejudice to this Charter
81 and the Charterers shall indemnify the Owners against all consequences or liabilities which may arise from any inconsistency between this Charter and
82 any Bills of Lading or waybills signed by the Charterers or their agents or by the Captain at their request.

80 9. That if the Charterers shall have reason to be dissatisfied with the conduct of the Captain, Officers, or Engineers, the Owners shall on
81 receiving particulars of the complaint, investigate the same, and, if necessary, make a change in the appointments.

82 10. That the Charterers are entitled shall have permission to appoint a Supercargo, who shall accompany the vessel and see that voyages are prosecuted
83 with the utmost despatch (See also Clause 79.-Supercargo). He is to be furnished with free accommodation, and same fare as provided for Captain's
84 table, Charterers paying at the

84 rate of US\$15 \$1.00 per day for victualling at Captain's table. Owners to victual Pilots and Customs Officers, and also, when authorized by Charterers
85 or their Agents, to victual Tally

85 Clerks, Stevedore's Foreman, etc., Charterers paying at the for all such victualling, representation and communications at actual costs against
86 representation detailed vouchers current rate per meal, for all such victualling. Rate per meal USD 6.50. Charterers to provide Master in writing with
87 their instructions as to any required entertainment/communication/victualling.

86 11. That the charterers shall furnish the Captain from time to time with all requisite instructions and sailing directions, in writing, or by
87 Cable/Telex/Fax and the

87 Captain shall keep a full and correct deck and engine Log of the voyage or voyages in English language, which are to be patent and accessible to the
88 Charterers or their Agents, and furnish the Char-

88 terers, their Agents or Supercargo, when required, with a true clear and legible copy of such deck and engine daily Logs in English language, showing
89 the course of the vessel, weather conditions, Beaufort scale and sea state, speed, revolutions of main engine per minute, and distance run and the con-
90 sumption of fuel for main engine, generous and/or auxiliary engines.

90 12. That the Captain shall use diligence in caring for the ventilation of the cargo.

91 13. That the Charterers shall have the option of continuing this charter for a further period of.....

92
93 on giving written notice thereof to the Owners or their Agents.....days previous to the expiration of the first named term, or any declared option:

94 14. That if required by Charterers, time not to commence before the agreed opening layday (See Clause 36).....and should vessel
95 not have given written notice of readiness be delivered on or before the agreed cancelling date stipulated in Clause 36, the Owners immediately after
96 having got knowledge of it to inform Charterers in writing about the reasons and the right and true situation of the vessel, giving Charterers proof of
97 same, respectively enabling Charterers to check such situation themselves, in the same message Owners to apply for a reasonable extension of the agreed
cancelling date in line with the prevailing circumstances, and Charterers to declare within 2 working days whether they agree to extend the cancelling
date accordingly, or whether they elect to cancel the contract, but not later than 4 p.m. Charterers or
their Agents to have the option of cancelling this Charter at any time not later than the day of vessel's readiness:

97 15. That in the event of the loss of time from deficiency and/or default of and/or strike or stoppage by officers or crew or deficiency of men
or stores, fire, breakdown of or damages to hull, machinery or equipment,



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98 grounding, detention by average accidents to ship or cargo, *unless resulting from inherent vice, quality or defect of the cargo*, drydocking for the purpose
of examination or painting bottom, or by any other cause *unless caused by Charterers or Charterers' agents/servants or any reasons for which Charterers
are responsible*.

99 preventing the full working of the vessel, the payment of hire *and overtime if any*, shall cease for the time thereby lost; *All fuels used by the vessel while
off-hire shall be for Owners' account* and if upon the voyage the speed be reduced by

100 defect in or breakdown of any part of her hull, machinery or equipment, the time *actually* so lost, and the cost of any extra fuel consumed in
consequence

101 thereof, and all extra *proven direct resulting* expenses shall be deducted from the hire.

102 16. That should the Vessel be lost, money paid in advance and not earned (reckoning from the date of loss or being last heard of) shall be
103 returned to the Charterers at once. The act of God, enemies, fire, restraint of Princes, Rulers and People, and all dangers and accidents of the Seas,
104 Rivers, Machinery, Boilers and Steam Navigation, and errors of Navigation throughout this Charter Party, always mutually excepted.

105 The vessel shall have the liberty to sail with or without pilots, to tow and to be towed, to assist vessels in distress, and to deviate for the
106 purpose of saving life and property.

107 17. That should any dispute arise between Owners and the Charterers, the matter in dispute shall be referred to three persons at New York;
108 one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them, shall be final, and for
109 the purpose of enforcing any award, this agreement may be made a rule of the Court. The Arbitrators shall be commercial men. (See Clause 51)

110 18. That the Owners shall have a lien upon all cargoes, and all sub-freights, *sub-hires* for any amounts due under this Charter, including General
Aver-

111 age contributions, and the Charterers to have a lien on the Ship for all monies paid in advance and not earned, and any overpaid hire or excess
112 deposit to be returned at once. Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which
113 might have priority over the title and interest of the owners in the vessel. (See Clause 104 - BIMCO Non-Lien Provision Clause)

114 19. That all wrecks and salvage shall be for Owners' and Charterers' equal benefit after deducting Owners' and Charterers' expenses and
Crew's proportion. General Average shall be adjusted, stated and settled, according to Rules 1 to 15, inclusive, 17 to 22, inclusive, and Rule F of
116 York-Antwerp Rules 1974 1924, as amended 1990 in Hong Kong and English law to apply, - hire not to contribute to General Average at such port
or place in the United States as may be selected by the carrier, and as to matters not provided for by these

117 Rules, according to the laws and usages at the port of New York. In such adjustment disbursements in foreign currencies shall be exchanged into
118 United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at
119 the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or
120 bond and such additional security, as may be required by the carrier, must be furnished before delivery of the goods. Such cash deposit as the carrier
121 or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if
122 required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery. Such deposit shall, at the option of the
123 carrier, be payable in United States money and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the
124 place of adjustment in the name of the adjuster pending settlement of the General Average and refunds or credit balances, if any, shall be paid in
125 United States money. Charterers shall procure that all Bills of Lading issued during the currency of the Charter will contain a provision to the effect
that general averages shall be adjusted according to York-Antwerp Rules 1974 including latest subsequent amendments and will include the "New Jason
Clause" - as attached to this Charter Party.

126 In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever,
127 whether due to negligence or not, for which, or for the consequence of which, the carrier is not responsible, by statute, contract, or otherwise, the
128 goods, the shipper and the consignee, jointly and severally, shall contribute with the carrier in general average to the payment of any sacrifices,
129 losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the
130 goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or
131 ships belonged to strangers.

Provisions as to General Average in accordance with the above are to be included in all bills of lading issued hereunder.

133 20. Fuel used by the vessel while off hire, also for cooking, condensing water, or for grates and stoves to be agreed to as to quantity, and the
134 cost of replacing same, to be allowed by Owners.

135 21. That as the vessel may be from time to time employed in tropical waters during the term of this Charter, Vessel is to be docked at a
136 convenient place, bottom cleaned and painted whenever Charterers and Captain think necessary, at least once in every six months, reckoning from
137 time of last painting, and payment of the hire to be suspended until she is again in proper state for the service.

138 See Clause 99.

139
140 22. Owners shall maintain the gear of the ship as fitted, providing gear (for all derricks) capable of handling lifts up to three tons, also
141 providing ropes, falls, slings and blocks. If vessel is fitted with derricks capable of handling heavier lifts, Owners are to provide necessary gear for
142 same, otherwise equipment and gear for heavier lifts shall be for Charterers' account. Owners also to provide on the vessel lanterns and oil for
143 night work, and vessel to give use of electric light when so fitted, but any additional lights over those on board to be at Charterer's expense. The
144 Charterers to have the use of any gear on board the vessel. If required the vessel shall work night and day.

145 23. Vessel to work night and day, if required by Charterers, and all winches to be at Charterers' disposal during loading and discharging;
146 steamer to provide one winchman per hatch to work winches day and night, as required; Charterers agreeing to pay officers, engineers, winchmen,
147 deck hands and donkeymen for overtime work done in accordance with the working hours and rates stated in the ship's articles. If the rules of the
148 port, or labor unions, prevent crew from driving winches, shore Winchmen to be paid by Charterers. In the event of a disabled winch or winches, or
149 insufficient power to operate winches, Owners to pay for shore engine, or engines, in lieu thereof, if required, and pay any loss of time occasioned
150 thereby.

151 24. It is also mutually agreed that this Charter is subject to all the terms and provisions of and all the exemptions from liability contained
152 in the Act of Congress of the United States approved on the 13th day of February, 1893, and entitled "An Act relating to Navigation of Vessels;
153 etc.", in respect of all cargo shipped under this charter to or from the United States of America. It is further subject to the following clauses, both
154 of which are to be included in all bills of lading issued hereunder:

U.S.A. Clause Paramount



HANSE Bereederung GmbH & Co. OHG

SECOND ORIGINAL

This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this bill of lading be repugnant to said Act to any extent, such term shall be void to that extent, but no further.

Both-to-Blame Collision Clause

If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier.

25. The vessel shall not be required to enter any ice-bound port, or any port where lights or light-ships have been or are about to be withdrawn by reason of ice, or where there is risk that in the ordinary course of things the vessel will not be able on account of ice to safely enter the port or to get out after having completed loading or discharging. See Clause 60 - BIMCO Linerline Ice Clause

26. Nothing herein stated is to be construed as a demise of the vessel to the Time Charterers. The owners to remain responsible for the navigation of the vessel, physical control and operation of the vessel and at all times acts of pilots and tug boats, insurance, crew, and all other matters, same as when trading for their own account.

27. A commission of 1.25 2½ per cent is payable by the Vessel and Owners to Reklub Shipping Limited.....
.....plus 1.25% to HANSE Bereederung GmbH & Co. OHG, Hamburg.....plus 1, 25% to RDA Shipping GmbH
on hire earned and paid under this Charter, and also upon any continuation or extension of this Charter.

28. An address commission of 2½ per cent payable to.....on the hire earned and paid under this Charter.

Additional Clauses Number 29 to 109 inclusive and General Average and New Jason Clause, General Clause Paramount and New Both to Blame Collision Clause, as attached hereto, are deemed to be fully incorporated in this Charter Party.


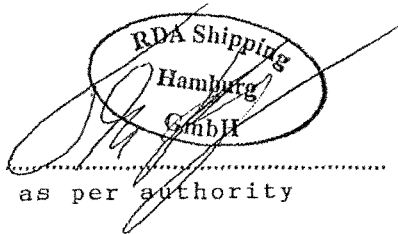


Charterers: 
 Owners: 
as per authority

EXHIBIT 2

M/V "TAMPA BAY"		
S.Y.M.S. - C/P dd. June 1st, 2005		
HIRE STATEMENT		
H/S-No.:	25	
Hire	\$14.950,00 pdpr Inclot 15 ds In advance	
Bank account	Hypo Vereinsbank München Swift Code: HYVEDEMM300 Account No: 877927334 IBAN: DE28700202700877927334 reference: M/V "TAMPA BAY" In favour of: FFH Fonds Nr. 29	

Hire		
30.06.2008 23:59		
31.07.2008 23:59		
31,00 days	\$463.450,00	
Charterers' expenses		
Lashing material	\$826,67	
Owners' expenses		
	\$463.450,00	\$0,00
Balance in Owners' favour (E . & O. E.)		\$463.450,00

M/V "TAMPA BAY"		
S.Y.M.S. - C/P dd. June 1st, 2005		
HIRE STATEMENT		
H/S-No.:	26	
Hire	\$14.950,00 pdpr Inclot 15 ds in advance	
Bank account	Hypo Vereinsbank München Swift Code: HYVEDEMM300 Account No: 877927334 IBAN: DE28700202700877927334 reference: M/V "TAMPA BAY" In favour of: FFH Fonds Nr. 29	

Hire 31.07.2008 23:59 15.08.2008 23:59	15,00 days	\$224.250,00	
Charterers' expenses			
Owners' expenses			
		\$224.250,00	\$0,00
Balance in Owners' favour (E. & O. E.)			\$224.250,00

M/V "TAMPA BAY"



S.Y.M.S. - C/P dd. June 1st, 2005

HIRE STATEMENT

H/S-No.:	27
Hire	\$14.950,00 pdpr Inclot 15 ds in advance
Bank account	Hypo Vereinsbank München Swift Code: HYVEDEMM300 Account No: 877927334 IBAN: DE28700202700877927334 reference: M/V "TAMPA BAY" In favour of: FFH-Fonds Nr. 29

Hire		
15.08.2008 23:59		
30.08.2008 23:59		
15,00 days	\$224.250,00	
Charterers' expenses		
Owners' expenses		
	\$224.250,00	\$0,00
Balance in Owners' favour (E . & O. E.)		\$224.250,00